

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brent de Jong LLC		02/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zaff LLC		
Street Address:	109 North Post Oak Lane, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85397450	ZAFF	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-790-9249		
Email:	trademark@cjl.com		
Correspondent Name:	Baila H. Celedonia		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Cowan, Liebowitz & Latman, P.C.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	29650.000/BHC/GA		
NAME OF SUBMITTER:	Baila H. Celedonia		
Signature:	/Baila H. Celedonia/		

OP \$40.00 85397450

Date:

07/03/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT (this "**Assignment**"), dated as of February 15, 2012, from Brent de Jong LLC, a Delaware limited liability company ("**Assignor**"), with its principal place of business at 109 North Post Oak Lane, Suite 250 Houston, TX 77024, to Zaff LLC, a Delaware limited liability company ("**Assignee**"), with its principal place of business at 109 North Post Oak Lane, Suite 250 Houston, TX 77024.

WHEREAS, Zafferano Capital Limited, a Cayman Islands exempted company incorporated with limited liability, with its principal place of business at 4 Albemarle Street, London W1S 4GA, and Assignor entered into a Membership Interest Purchase Agreement dated as of January 23, 2012 (the "**Purchase Agreement**"), pursuant to which, among other things, Zafferano Capital Limited agreed to sell, transfer, assign, convey and deliver to Assignor all of Zafferano Capital Limited's right, title and interest in and to the trade name "Zaff" and to the marks and applications to register listed in **Schedule A** and any registrations that may be issued therefrom (collectively, the "**Assigned Marks**"), and Assignor agreed that Assignor would assume certain obligations in respect of the Assigned Marks. Assignor now wishes to transfer to Assignee the Assigned Marks.


NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** As of the date hereof, Assignor hereby irrevocably, assigns, transfers, conveys and delivers to Assignee all right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks worldwide, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized thereby, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.
2. **Assumption.** As of the date hereof, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the Assigned Marks.
3. **Counterparts.** This Assignment may be signed in any number of identical counterparts, each of which shall be an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto may deliver this Assignment by facsimile or electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by each other party hereto.
4. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Brent de Jong LLC

By: 
Name: Brent de Jong
Title: Sole Member

Zaff LLC

By: 
Name: Brent de Jong
Title: Chief Executive Officer

SCHEDULE A

COUNTRY	TRADEMARK	APPLICATION NO	REG NO
United States of America	ZAFF	85/397,450	
United Kingdom	ZAFF	2591089	
CTM (European Union)	ZAFF	010193407	
Japan	ZAFF	2011-058444	
Singapore	ZAFF	T1111216J	
Switzerland	ZAFF	622323	

CERTIFICATE OF ACKNOWLEDGEMENT

I, Di-Enid Clarke, a Notary Public, do hereby certify that Brent de Jong, known to me to be the sole member of Brent de Jong LLC appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of Brent de Jong LLC as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15 day of February, 2012.

Di-Enid Clarke
Notary Public

My Commission Expires:

